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ROYAL  
ROTRA FORWARDING BV



KvK 09087948 | VAT nr. NL804314287B01 | ABN-AMRO Doesburg | IBAN NL81 ABNA 0540 3274 17 | BIC ABNANL2A  
Volksbank Emmerich eG IBAN DE27 3586 0245 3113 2810 13 | BIC GENODE1EMR

## General Conditions Rotra Forwarding BV

### General:

1. Rotra Forwarding BV exclusively trades as a shipping agent. These conditions are applicable to all our proceedings and agreements, as well as the 'Algemene Nederlandse Expeditie Voorwaarden' (FENEX) (Dutch Freight Forwarders Standard Trading Conditions), as published and lodged at the Clerk's Office of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam. The most recently lodged versions apply. The text of these conditions will be forwarded to you free of charge.
2. Once an order has been issued, it is automatically agreed that the client has accepted both our offer and the above mentioned conditions.
3. In case of inconsistencies between the FENEX Conditions (Dutch Freight Forwarders Standard Trading Conditions) and these Rotra Forwarding BV General Conditions, the terms of the General Conditions of Rotra Forwarding BV apply.

### Placing the order:

4. The orders should be issued in writing or by electronic means, such as fax, EDI, Internet or e-mail. When the order is issued orally or by telephone, Rotra Forwarding BV is not liable for any mistakes.
5. For Europe, Rotra Forwarding BV has decided to handle the distribution paperless. In the event documents are required for a particular shipment, these documents must be firmly attached to the shipment in a clear document holder in which they can easily be detected. The paperless handling of goods does not apply to goods under customs control or goods on which the (national law based on) European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), latest version, apply.

### Goods:

6. The goods to be forwarded are safe merchandise, properly packed. In the event that goods are not properly packed, Rotra Forwarding BV reserves itself the right to refuse these goods.
7. Assignments for transporting dangerous goods must be given in writing, in advance, and must be provided with all the necessary information to enable shipment in compliance with the (national legislation based on) European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), latest version such as the UN-numbers and other required documents. In case that goods are not properly packed, Rotra Forwarding BV reserves itself the right to refuse these goods. Rates for the transportation of dangerous goods will be mentioned separately.
8. Rotra Forwarding BV will apply a surcharge on the rate mentioned in the offer for arranging the transport of dangerous goods (ADR-goods), taking the country of destination and the ADR classification into consideration.

### Financial:

9. a. Rotra Forwarding BV employs a term of payment of 14 days after invoice date. Invoices of more than € 4500,- are to be paid in advance.  
b. Any possible claims against carriers of Rotra Forwarding BV will not suspend the payment of invoices of Rotra Forwarding BV.  
c. Any collection costs resulting from exceeding the agreed payment term are always fully payable by the freight payer. The European interest rate for late payment is due from the day following the expiry of the payment term.
10. a. Rates are in the currency specified and exclusive of VAT.  
b. Rates are based on a kilogram, pallet- or loading metre per shipment and are charged in EURO (€).  
c. The volume calculation will be determined according to the following specifications:
  - Gross weight (kg) = actual weight
  - 1 cubic metre (cbm) = 333 kg
  - 1 loading metre (ldm) = 1850 kg
  - 1 euro pallet non stackable ( max. 80 x 120 cm; 740 kg) = 0.4 loading metre
  - 1 block pallet non stackable (max.100 x 120 cm; 925 kg) = 0.5 loading metre
  - Length surcharge : for the transportation of shipments with a length exceeding 240cm, ROTRA will charge an extra 25% on the transport rates mentioned in the quotation\*\*.
- d. **International specifications:**
  - Stackable goods and goods that can be transhipped with a maximum height of 120cm will be determined in kg or cbm\*\*.
  - Goods in access of 120 cm high will be determined in kg, cbm or ldm\*\*.
  - Non stackable goods will be determined in kg, cbm or ldm\*\*.
  - Goods that cannot be transhipped will be determined in kg, cbm or ldm\*\*.
  - The maximum calculation of one column is the minimum calculation of the next.
  - The payable weight in round numbers: < 1.000 kg to 10 kg; > 1.000 kg to 100 kg.
  - ADR goods will be specified in kgs, cbm or ldm\*\* and as goods that cannot be transhipped or stacked.
- e. The distribution in the **Netherlands** and **Belgium** will be calculated according to the following specifications:
  - The distribution in the Netherlands and Belgium will be calculated in kg, cbm or ldm\*\*.
  - All consignments will be invoiced as non stackable\*\*
  - The maximum calculation of one column is the minimum calculation of the next.
  - The payable weight in round numbers: < 1.000 kg to 10 kg; > 1.000 kg to 100 kg.
  - ADR goods will be specified as goods that cannot be transhipped or stacked in kgs, cbm or ldm\*\*.

\*\*The highest payable weight of kgs, cbm or ldm will be calculated.

Documentnaam: Algemene Voorwaarden RF (Eng) W 1.65a

Revisie:MR-01

Datum: 22-04-09



Rotra Forwarding BV exclusively operates as a forwarding agent. The following conditions shall apply exclusively to all our quotations, agreements, actions and work, depending on the nature of the work by Rotra:  
To forwarding activities: Rotra Forwarding BV General Conditions as deposited with the Clerk's Office of the District Court of The Hague, as well as the Netherlands Expeditievoorwaarden (Conditions for Forwarding Agents in the Netherlands) (FENEX), as deposited with the Clerk's Office of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam.  
With regard to the conditions mentioned above, the applicable version is the most recent one deposited. We will send you a copy of the terms and conditions free of charge on request.

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11. Given transport rates do not include return or recycling of empty packaging, toll, port, ferry charges and/or any future kilometre charges that are imposed by the authorities or by a third party. ROTRA reserves itself the right to invoice these charges.
12. Transport rates do not include Diesel Oil Surcharge (DOT). The DOT is variable and will be charged over the transport rates with a minimum charge of € 4.85. The DOT will be revised monthly according to the "Shell commercial list price".
13. Pallet- Exchange System: this extra service is only available for the Netherlands and Germany. The service can only be offered after permission by Rotra Forwarding BV. Extra charges will be invoiced for this service.
14. Adjustments to rates/costs due to government decisions and/or caused outside our sphere of influence will be charged to you.
15. The rates charged are based on information with regard to volume and frequency provided by you. If after expiration of a certain period of time the actual data do not match with information provided by you, we reserve the right to adjust the rates to the actual situation.
16. Proofs of Delivery (POD's) may be claimed no later than 60 business days after the date of shipment. The following costs will be charged: for export shipments: €15 per CMR; import/national shipments €7.50 per CMR/BVA. After the 60 days term Rotra Forwarding BV will have no other obligation than to try to obtain the POD's. The rates mentioned apply to the forwarding of the POD's as an invoice enclosure as well.
17. In case a Proof of Delivery cannot be delivered the client does not have the authority to suspend the payment of invoices of Rotra Forwarding BV.
18. Protests against the invoice have to be submitted within 8 days after the date of invoice by a written notice specifying the nature of the lack of conformity.
19. In the event of loss and/or damages during transportation the carrier(s) causing the loss and/or damages is(are) liable. Rotra Forwarding BV offers assistance in filing a claim against the carrier(s) involved.
20. Claims have to be filed in writing and accompanied by invoices, reports of damages and other required documents for settling the claims.
21. Rotra Forwarding BV is never liable for any consequential damages.

**Times of loading, discharge and transit times:**

22. Times of loading and discharge will be calculated according to the following specifications:
  - a. Up to 2.5 loading metres: max. 20 minutes  
Up to 5.0 loading metres: max. 25 minutes  
Up to 7.5 loading metres: max. 35 minutes  
Up to 10.0 loading metres: max. 45 minutes  
Up to 13.6 loading metres: max. 60 minutes
  - b. Extra (waiting) time will be calculated and invoiced to the customer at the rate of € 45 per hour.
  - c. Transit times (if stated) are in work days, calculated from the day after collection of the goods to the day of delivery at the consignee.
  - d. The given transit times are valid for the so called A-zones (industrial and/or trading areas) in the stated countries. For destinations outside of these zones, the transit times can deviate from the regular transit times. These transit times are available on request.
  - e. Transit times for distribution by road are published on our website [www.rotra.eu](http://www.rotra.eu).

**Other:**

23. All-risk insurance for consignments is available only on written request. The insurance premium will be invoiced separately.
24. CAD/COD/Return deliveries are available only on written request. We shall charge 2% of the value of the goods with a minimum of € 25.
25. Rotra Forwarding BV is not responsible for providing any additional customs documents.
26. The client is responsible for registering chemical substances in accordance with REACH, reg. 1907/2006/EG and in accordance with European legislation of later dates. Rotra Forwarding BV is never liable for any damage as a result of your failure to comply with these requirements and any other laws applicable.
27. Dutch law applies to all activities performed by Rotra Forwarding BV.
28. These general conditions are available in different languages. In disputes about the interpretation of the conditions, the interpretation of the Dutch version is decisive.

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